

THE HONORABLE JAMES L. ROBERT

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

LIL' MAN IN THE BOAT, INC.,

Plaintiff,

vs.

AUK TA SHAA DISCOVERY, LLC

Defendants.

No. 2:16-CV-01943-JLR

NOTICE OF MOTION AND  
STIPULATED MOTION TO DISMISS  
ENTIRE ACTION; ~~PROPOSED~~  
ORDER

NOTE ON MOTION CALENDAR:  
FEBRUARY 7, 2018

PLEASE TAKE NOTICE that on February 7, 2018, Plaintiff Lil' Man in the Boat, Inc. and Defendant Auk Ta Shaa Discovery, LLC's jointly stipulate to dismiss this entire action, Case No. 2:16-CV-01943-JLR, with prejudice. This motion is supported by the stipulation of all parties, through their counsel of record, as set forth below, the pleadings on file, and upon any further matters the Court deems appropriate.

**STIPULATION**

Subject to approval by this Court, Plaintiff Lil' Man in the Boat, Inc. ("LMITB") and Defendant Auk Ta Shaa Discovery, LLC ("ATS") (collectively, the "Parties") acting through their respective counsel of record, hereby stipulate as follows:

1. WHEREAS, Plaintiff LMITB filed its Complaint for breach of contract in California state court on February 16, 2016 (the "California Complaint") and ATS removed it to the U.S. District Court for the Northern District of California on March 24, 2016;

2. WHEREAS, the U.S. District Court for the Northern District of California issued an Order Granting Defendant ATS's Motion to Dismiss Plaintiff LMITB's First Amended Complaint on November 14, 2016, Case No. 16-cv-01471-JST ("California Case");

4. WHEREAS, Plaintiff LMITB filed a notice of appeal of the Order to the U.S. Court of Appeals for the Ninth Circuit on December 13, 2016 (the "Appeal");

5. WHEREAS, Plaintiff LMITB filed a Complaint for breach of contract in this Court on December 20, 2016 (the "Washington Complaint") regarding the same contract and nucleus of facts;

6. WHEREAS, on January 11, 2018, the Court of Appeals for the Ninth Circuit issued its decision on the Appeal that affirmed U.S. District Court for the Northern District of California's dismissal of the California Case under Federal Rules of Civil Procedure 12(b)(2) and 12(b)(6), finding *inter alia* both that there was never any agreement on purchase terms and that because there was no signature on a written contract by ATS or its broker, any alleged contract was invalid by operation of the statute of frauds.

**THEREFORE, THE PARTIES STIPULATE AND AGREE TO AS FOLLOWS:**

1. The entire Washington Complaint should be dismissed with prejudice, with the Parties to each bear their own fees and costs.

**IT IS SO STIPULATED.**

Dated: February 2, 2018

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Dated: February 2, 2018

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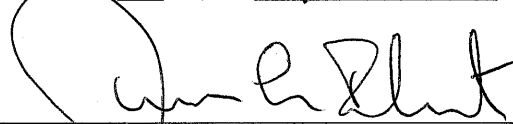
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*Attorneys for Defendant*

**IT IS SO ORDERED.**

Dated this <sup>th</sup> 5 day of Feb., 2018



UNITED STATES DISTRICT JUDGE  
**JAMES L. ROBART**

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